



**PAKISTAN REAL ESTATE INVESTMENT & MANAGEMENT  
COMPANY PRIVATE LIMITED**

(A Wholly Owned Subsidiary of Employee's Old-Age Benefits Institution, Government of Pakistan)

**INVITATION TO BID (ITB)**

**Single Stage One Envelope (Least Cost)**

**Tender Enquiry #: PRIMACO/P&C/Lifts O&M-I-8 Islamabad/03/01/2025**

**04 Nos. 1000KG Orona Elevators/Lifts Operation &  
Maintenance Services at FDOC I-8 Markaz Islamabad**

PRIMACO invites sealed Proposals/Bids from for Operation & Maintenance Services of 04 Nos. Orona Lifts at Fine Dinning & Office Complex (FDOC Building) I – 8 Markaz Islamabad.

Interested and eligible Bidders may obtain Bidding Documents, in form of readable CD/DVD, from the office of the undersigned in Islamabad against a payment of Rs. 10,000/- (non-refundable) in the shape of Bank Draft / Pay Order in the name of PRIMACO Islamabad (NTN:2795350-5) during 0900 hours to 1600 Hours on any working day. Complete Bidding document set can also be downloaded from website of PRIMACO (<https://primaco.com.pk/active-tenders/>) and the same shall be submitted, complete in all respect and duly signed & stamped, along with Bank Draft / Pay Order of Rs. 10,000/- (non-refundable) in the name of PRIMACO Islamabad in Bid proposal. Bid(s) will not be considered without respective Bidding document fees.

**Eligibility Criteria:**

Interested Bidders who fulfill below criteria are required to submit following information / documents as part of Bid together with mandatory **Bid Security of fixed amount of Rs. 50,000/-** in shape of Deposit at Call/ Bank Draft/ Bank Guarantee only, in the name of PRIMACO Islamabad (NTN:2795350-5):-

- Complete credentials of the individuals/company with related details (including employees).
- Valid incorporation/ registration documents with SECP/ GOP/ Sole Proprietor.
- Valid license from PEC in Category C-6 with specialized ME03 Code.
- Valid Income Tax Registration with FBR/Tax Department, NTN GST Registered and must be on ATL (for Income and Sales Tax).
- An original & valid affidavit on non-judicial stamp paper/ e-stamp paper duly verified stating that the Bidder is not blacklisted by, or having no litigation with, any Govt. / Autonomous Body or within partners (format attached at Page # 42 of the Bidding Document).
- Eligibility / Evaluation Criteria stipulated at Page # 14 of the Bidding Document.

**Tender Documents Submission Date-Time:** 24<sup>th</sup> February 2025 till 1100 Hours

**Bid Opening Date & Time:** 24<sup>th</sup> February 2025 at 1130 Hours

**Instructions:**

- The bids will be opened on the aforementioned date & time in the presence of bidders or their authorized representative at the below address.
- Incomplete, late or conditional tenders and joint ventures (JVs) will not be considered.
- PRIMACO reserves the right to accept or reject any/all tenders.

This advertisement is available on PPRA website ([www.ppra.org.pk](http://www.ppra.org.pk)) & PRIMACO website ([www.primaco.com.pk](http://www.primaco.com.pk)).

HOD (P&C)

PRIMACO 2<sup>nd</sup> Floor, EOBI House, Plot # 32, 33 & 34, Sector G-10/4, Mauve Area, Islamabad  
Ph: 051-9108254-55

**PAKISTAN REAL ESTATE INVESTMENT &  
MANAGEMENT COMPANY (PRIVATE) LIMITED**  
(A Wholly-owned Subsidiary of Employees' Old-Age Benefits Institution)



**PRIMACO**

**TENDER DOCUMENTS**

**Hiring of Contractor for Operation, Repair and Maintenance  
Services of 04 Nos. Orona 1000KG Lifts at Fine Dinning &  
Office Complex (FDOC Building) I – 8 Markaz Islamabad**

**SINGLE STAGE- ONE ENVELOPE METHOD (LEAST COST)**

**Issued To: \_\_\_\_\_**

**Issued On: \_\_\_\_\_**

Tender Enquiry No: PRIMACO/P&C/Lifts O&M-I-8 Islamabad/03/01/2025

February 2025

**HOD (P&C)**  
PRIMACO Head Office, 2<sup>nd</sup> Floor, EOBI House  
G-10/4, Mauve Area, Islamabad  
Tel: 051-9108254-55



## INVITATION FOR BIDS

1. The Employer, C.E.O. PRIMACO, invites sealed bids from eligible firms licensed by the Pakistan Engineering Council in the appropriate category and duly qualified with the Employer, O & M Contract of 04 Nos. Orona Lifts at Fine Dinning & Office Complex (FDOC Building) I – 8 Markaz Islamabad.
2. A complete set of Bidding Documents may be obtained by an interested eligible bidder on submission of a written application to the office given below along with a Bankers' Cheque of **Rs. 10,000/-** (Non Refundable) in the shape of Demand Draft in favor of PRIMACO Islamabad.
3. All bids must be accompanied by a fixed amount of Bid Security amounting to **Rs.50,000** in favor of "PRIMACO Islamabad" (NTN:2795350-5) and must be delivered to **HOD (P&C)** on or before 1100 hours, on **24<sup>th</sup> February 2025**. Bids will be opened at 1130 hours on the same day in the presence of bidders' representatives who choose to attend, at the same address as given below.
4. Bidding is based on **Single Stage One Envelop** method under Rule 36(a) of PPRA 2004. Each Bid shall comprise One Single Envelop containing, separately technical and financial Proposal. All Bids received shall be opened and evaluated in the manner prescribed in the bidding document. A bidder who meets eligibility/qualifications criteria having least compliant price bid will be declared as "Lowest Evaluated Bidder". Bids will be opened on the same day i.e. 30 minutes after closing/submission time in the presence of the authorized representatives of bidder(s) who wishes to attend.
5. The Employer reserves all rights to accept or reject any or all of the submitted proposals in accordance with the PPRA rules.

**HOD (P&C)**  
PRIMACO Head Office, 2<sup>nd</sup> Floor, EOBI House  
G-10/4, Mauve Area, Islamabad  
Tel: 051-9108254-55

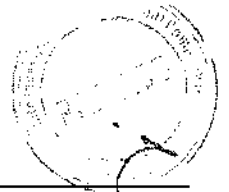


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**SECTION -1**  
**FORM OF TENDER**



## 1.0 FORM OF TENDER

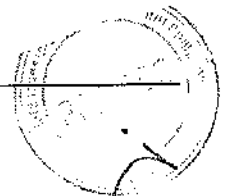
**(Please read Section-2 'Instruction to Tenderers' carefully before filling up the Form of Tender)**

To  
The CEO  
Pakistan Real Estate Investment & Management Company (Pvt.) Ltd.  
EOBI House, G-10/4  
Maive Area  
Islamabad

Subject: **Hiring of Contractor for Operation, Repair and Maintenance Services of 04 Nos. Orona 1000KG Lifts at Fine Dinning & Office Complex (FDOC Building) I -- 8 Markaz Islamabad**

Dear Sir,

- 1.1 Having examined the Tender Documents, conditions at Site for the subject Services/Works, I/we, the undersigned offer to undertake the said Services/Works, in accordance with this Tender Documents and said addenda, and execute & complete in all respects in accordance with the Conditions of the Contract as far as applicable for the rates & sum filled in Section-6 "Financial Bid" of Tender Documents or such other sum as may be ascertained in accordance with these Tender Documents and said addenda.
- 1.2 I/we undertake if our Tender is accepted:
  - a. To commence the Services/Works within the period mentioned in the Annexure-'I' to the Form of Tender and in Special Conditions of Contract.
  - b. To perform the Services/Works in competent manner meeting the highest professional standards and to the entire satisfaction of the Employer, whose decision in this respect will be final.
  - c. To carry out such addition, deletion and / or amendment of the Services/Works as may from time to time be determined and ordered in writing by the Employer in accordance with the Contract.
  - d. To arrange and supervise adequate staff (but not contrary to the staff specified in the Contract) together with the machinery/equipment/tools and/or supplies necessary to perform the Services/Works properly and in Contract Period as specified in Annexure-'I' to the Form of Tender and in Special Conditions of Contract.
  - e. To sign the Contract Agreement within the period mentioned in the Annexure-'I' to the Form of Tender and in Special Conditions of Contract. We agree to pay all costs towards the preparation of the Contract including but not limited to the stamp duty as required under Stamp Act 1899 and any further amendment thereafter. Unless and until a form of agreement is prepared and executed, this Tender (the Tender Documents) together with Employer's written intent of acceptance thereof shall constitute a binding Contract between us and shall be deemed for all purposes to be the Contract.



- f. To provide specified Insurance covers and Performance Guarantee(s) (to be approved by Employer) within the period mentioned in the Annexure-'I' to the Form of Tender and in Special Conditions of Contract, to be jointly and severally bound with me/us in the sum named in the Annexure-'I' to the Form of Tender and in Special Conditions of Contract for the due performance of the Contract, in the manner specified in General Conditions of Contract, with such modifications as you may accept at any time before the expiration of that period.
- 1.3 I/we agree to abide by this Tender for the period of mentioned in the Annexure-'I' to the Form of Tender and in Special Conditions of Contract (validity period of the Tender) from the date of opening of the tenders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 1.4 The Earnest Money has been attached as per details given in the Annexure-'I' to the Form of Tender, the full value of which is to be absolutely forfeited by Employer, without prejudice to any other rights and remedies which you may have, should I/we fail to commence the Services/Works or execute the performance guarantee(s), within the periods specified above, otherwise the said sum of Earnest Money shall be repaid by Employer when the formal agreement and performance guarantee has been duly entered into and executed by us on acceptance of our Tender or in any other case in a period and manner as specified in 'Instructions to Tenderers' and General Conditions of the Contract.
- 1.5 I/we understand that you are not bound to accept any tender you may receive, and that you will not defray any expenses, incurred by us in tendering. I/we understand that certain information applicable to the Contract which is the subject of this Tender is set forth for ease of reference in the Annexure-'I' to the Form of Tender.
- 1.6 I/we hereby confirm that we have examined the Tender Documents, have inspected the Site and have obtained all the information which may affect this Tender. I/we accept that no claim will be admitted by you which may arise from our pleading ignorance of the nature of Services/Works.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

Name and Signature with Seal \_\_\_\_\_

in the capacity of (DESIGNATION) \_\_\_\_\_

duly authorized to sign tenders for and on behalf of (ORGANIZATION) \_\_\_\_\_

\_\_\_\_\_  
(Full address including Telephone/fax no.) \_\_\_\_\_

Witness \_\_\_\_\_ CNIC# \_\_\_\_\_

Address \_\_\_\_\_



**ANNEXURE 'I' AND 'II'**  
**TO THE FORM OF TENDER.**

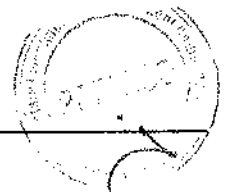




**ANNEXURE-'I' TO THE FORM OF TENDER**

(Blank spaces to be filled-in by the Tender).

- a. Title of Work Hiring of Contractor for Operation, Repair and Maintenance Services of 04 Nos. Orona 1000KG Lifts at Fine Dinning & Office Complex (FDOC Building) I – 8 Markaz Islamabad.
- b. Signing of Contract Agreement Within 21 calendar days of Acceptance of Letter of Intent/Award or the date mentioned in Letter of Intent/Award (As given in Special Conditions of the Contract.)
- c. Validity period of Tender: 90 Days from the date of opening of Tender.
- d. Commencement: Effective from date mentioned in Letter of Intent/Award or the date mentioned in Letter of Intent/Award / or Letter to Proceed/Commence with the Services/Works. (As per detail given in and Special Conditions of the Contract.)
- e. Contract period: 01 (One) Year (As per detail given in Special Conditions of the Contract.)
- f. Mobilization Period: 03 (Three) Days (As per detail given in Special Conditions of the Contract.)
- g. Performance Guarantee required from successful Bidder: 10% (Ten percent) to be furnished within 21 calendar days of Acceptance of Letter of Intent/Award (As per detail given in Special Conditions of the Contract.)
- h. Insurance Policies required from successful Bidder: \_\_\_\_\_ (As per detail given in Special Conditions of Contract.)
- i. Liquidated Damages: \_\_\_\_\_ (As per detail given in Special Conditions of the Contract.)
- j. Penalty/Deductions: \_\_\_\_\_ (As per detail given in Special Conditions of Contract General Conditions of the Contract.)
- k. Tendered price: (To be filled-in by Tenderer) \_\_\_\_\_ (As per "Financial Bid" Section-6 of Tender of Documents.)
- l. Amount of Earnest Money: (To be filled-in by Tenderer) **Rs. 50,000** of fixed amount of Bid Security must be submitted in shape of Deposit at Call/ Bank Draft/ Bank Guarantee only in favor of "PRIMACO Islamabad", with the Bid.)



**ANNEXURE-'II' TO THE FORM OF TENDER**

**Detail of Equipment.**

*(To be filled-in by Tenderer in the light of Instructions to Tenderers)*

The following Equipment will be furnished and maintained by us at the Site for fulfillment of the contact. We take cognizance of and agree to the fact that the submission of this list does not in any way relieve us of the obligations to provide to the satisfaction of the Employer all necessary equipment required for the satisfactory performance of the services.

<u>Sr. No.</u>	<u>Description of Equipment</u>	<u>Qty.</u>	<u>Manufacturer</u>	<u>Remarks</u>
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\_\_\_\_\_  
Signature & Seal of the Tenderer



**SECTION – 2**  
**INSTRUCTIONS TO TENDERERS**



## **2.0 INSTRUCTIONS TO TENDERERS**

### **2.1 General**

The Pakistan Real Estate Investment & Management Company (Pvt), Ltd. (PRIMACO) is a wholly-owned subsidiary of Employees' Old-Age Benefits Institution (EOBI), Ministry of Human Resources Development Government of Pakistan. The PRIMACO is a Limited Company registered under Companies Ordinance 1984. The PRIMACO intends to carryout procurement of the Services/Works as advised through relevant invitation / envisaged in present Tender Documents.

### **2.2 Tender Documents**

Each Tenderer shall receive one set of Tender Documents. The Tender Documents comprise of the following:

1. Form of Tender (inclusive of Annexure-I & II to the Form of Tender).
2. Instructions to Tenderers
3. Scope of Work
4. Special Conditions of Contract
5. General Conditions of Contract
6. Form of Financial Bid.
7. Appendices (i.e. specimens of Form of Agreement, Performance Guarantee)
8. Drawings, sketches technical specifications, etc.

The Tenderer should carefully examine the all parts of the Tender Documents. The Tenderer, irrespective of submitting the Tender or not, shall treat the details of the Tender Documents as strictly confidential and shall return the Tender Documents to the person designated in Section-1 'Form of Tender'. The Tender shall be submitted in accordance with the Terms & Conditions stipulated in the Tender Documents. Tenderer shall submit with his Tender a detailed list of equipment in Annexure-'II' to the Form of Tender that he propose to furnish at the Site to carry out the work for which they are tendering for. The Employer does not guarantee the accuracy of the Tender Documents or any part of them or any statement made or information given therein, or of any other information supplied by or on behalf of the Employer in respect of the Services/Works.

### **2.3 Clarifications**

The Tenderer must make local and independent examination and enquiries as to the physical conditions prevailing at the Site and obtain his own information on all matters and things that may in any way influence him in making the Tender and fixing the Tender price. He must also satisfy himself as to the risks, obligations and responsibilities to be undertaken in and according to the contract to be entered into by him should his Tender be accepted. The Tenderer must enquire and satisfy himself as to the sources of supply, the sufficiency of the means of obtaining and transporting at his cost all equipment, materials, labor and other things required for or in connection with the Contract. The Tenderer must consider all other matters and possible contingencies affecting the execution and performance of the Contract. If the Tenderer wishes to seek clarification or meaning of any part of the Tender Documents from Employer, he may address his enquiry in writing to the person designated in Section-1 'Form of Tender' of the Tender Documents. Such questions shall be received 03 days before the date of opening of the Tenders. All explanations and amendments issued



on the Employer's part shall be sent at the same time to all Tenderers invited to submit Tender.

#### 2.4 Quantities, Rates and Prices

The rates and prices shall be quoted in Pakistani Rupee. The Tender price set down by the Tenderer is the full inclusive value of the Services/Works described in the Tender Documents and shall cover profit and all obligations of every kind whatsoever which under the Contract are to be borne by the Contractor. The bidders may be required to furnish a complete rate analysis of any item if considered necessary by Employer. The attention of Tenderer is drawn specifically to the Clauses in the Conditions of the Contract dealing with the payment, deductions, guarantees, insurances, liquidated damages, and guarantees, etc. Tenderers will not be reimbursed for the costs of any kind whatsoever, incurred in connection with the preparation and submission of Tender. The Tender does not contain price variation clause therefore all unit prices quoted shall be subject to no escalation.

#### 2.5 Earnest Money

Each Bid must be accompanied by **Fixed Amount of Bid Security of Rs. 50,000**, in shape of Deposit at Call/ Bank Draft/ Bank Guarantee (on the format provided) only, in favour of the Employer. The Bid Security of all unsuccessful Bidders shall be returned:

- a. After execution of Contract Agreement with the successful Bidder, OR
- b. If all Bids are rejected, after such rejection, OR
- c. After the expiry of validity of Bid or the Pay Order.

The Bid Security of the successful Bidder will be retained / released only after the contract has been signed and Performance Guarantee has been submitted by him as per this bidding document. The Bid Security may be forfeited:

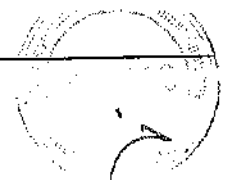
- d. If a bidder is disqualified on the basis of misrepresentation which tantamount to "fraudulent practice" as per Rule 2 (f) (iv) of PPRs 2004
- e. if the bidder withdraws his bid during bid validity period;
- f. if the bidder does not accept the arithmetic correction of his Bid Price

In the case of successful bidder, if he fails within the specified time limit to:

- g. furnish the required Performance Security; or
- h. sign the Contract Agreement

#### 2.6 Completion and submission of Tender

Tenders must be prepared only on the documents supplied herewith. All entries are to be made in English and clearly legible ink. No alteration unless authorized in writing by the Employer may be made in the Form of Tender or the accompanying Tender Documents. Any technical or other comments the Tenderer desires to make, shall not be placed on any of the Tender Documents, but shall be submitted as separate statement, as brief as possible and referring to items, clauses and pages of the Tender Documents. The Tender Documents should be signed and stamped by Tenderer or his authorized representative (all pages of tender documents including addenda if any). Erasures and / or corrections, if any, are to be initialed by the same representative. Tender Documents shall be submitted to the person designated in Section-1 'Form of Tender' of the Tender Documents on or before the time and date fixed for submission of the Tenders, as mentioned in the Tender Notice. Tenders



received after opening of the Tenders shall be rejected. All Tender Documents submitted should be sealed in opaque envelopes which shall be marked with the Tender Enquiry No., time and date of Tender opening and Tenderer's name. Tenders will be opened at above-cited premises in presence of those Tenderers who desire to be present.

**2.7 Addition, deletion, amendment, rejection and acceptance**

The right is reserved to amend any of the Tender Documents or to issue additions to them prior to the due date for submitting Tenders. All such amendments and/or additions will be advised not later than Three (03) days before Tenders are due, it is mandatory that the Tender shall include the latest amendment and / or addition to the Tender Documents. When the Tenderer is informed of any amendment, addition or revision of the Tender Documents, he is required to immediately acknowledge receipt of the same to the Employer through address as designated in Section-1 'Form of Tender'. Subsequent to their opening, Tenders will be checked and evaluated by the Employer. The Tender of any Tenderer who has not fully conformed to these instructions for Tender or who has submitted a conditional or incomplete tender may be rejected. The Employer, however, reserves the right to reject any tender without giving any reason, or to accept any tender in whole or in part and is not bound to accept the lowest or any tender. The Tenderer, whose Tender may be accepted will be required to send authorized representatives at their own expense for necessary technical and contractual discussions and as the case may be for arranging the Agreement of contract.

**2.8 Check List**

Tenderers shall, interalia, ensure the following before submitting the Tender:

1. Form of Tender & Annexure(s) thereof and Form of Financial Bid have been filled up.
2. All pages of Bid Documents are signed and stamped by Tenderer / his authorized representative. Overwriting shall be signed and stamped.
3. Pay Order for Earnest Money of specified amount has been enclosed with financial proposal.
4. Technical and Financial Proposals are sealed in separate envelopes.
5. Envelop for submission of tender has been marked with the Tender Enquiry No., time and date of Tender opening and Tenderer's name.



## 2.9 Evaluation Criteria

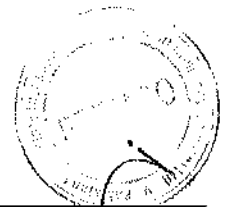
Bidders meeting the basic eligibility requirements shall be considered for technical evaluation based on following criteria;

### Evaluation Criteria

<b>Criteria Requirement</b> <i>(All supporting documents shall be annexed)</i>	<b>Remarks</b>
1) Complete credentials of the individuals/company with related details.	<b>Mandatory</b>
2) Having valid incorporation/ registration with SECP/GOP/Sole Proprietor.	<b>Mandatory</b>
3) Valid registration with PEC in category C6 & above with specialized ME03 code.	<b>Mandatory</b>
4) Valid Income Tax Registration with FBR/Tax Department (NTN) and Service/Sales Tax Registration of Respective Provincial Department. Bidder must be on ATL for Income Tax and Sales Tax) at time of bid submission.	<b>Mandatory</b>
5) An original and valid affidavit on non-judicial stamp paper/e-stamp paper duly verified stating that the individual / firm is not blacklisted by, or having no litigation with, any Govt. / Autonomous Body or between partners on prescribed Format as attached.	<b>Mandatory</b>
6) Minimum 01 No. of Similar Nature <b>Completed</b> Service(s)/Project(s) providing Supply, Installation <b>OR</b> O&M Services for atleast <b>02 Nos. Lifts.</b> <i>(Evidence(s) should be provided in form of Contract Agreement/LOA/PO/Completion Certificate clearly specifying Contract Amount and Scope of Work)</i>	<b>Mandatory</b>
7) <b>Financial Status:</b> Average annual turnover of work done of Three (03) years: <i>(Evidence(s) should be provided in form of Audit Reports, prepared and duly signed by registered Auditor of Three (03) years.</i>	<b>Mandatory</b>

### Notes

- Any deficiencies in the above referred Bid Documents/Eligibility Criteria will result in Disqualification of the Bidder and Financial Bid will be returned un-opened.
- Past Performance of the bidders who have already worked with PRIMACO will be examined. In case of unsatisfactory performance, the bidder will be declared as disqualified.
- Blacklisted firms from Govt/Semi Govt departments are not eligible.



**SECTION – 3**  
**SCOPE OF WORK**





**APPENDIX-A1**

**QUALIFICATION AND EXPERIENCE OF PROPOSED STAFF.**

1. **Lift Technician (01 Nos.):**

Must have passed Middle Examination of Secondary Board of Education and have minimum **2 years'** experience of lift operation & maintenance and should be smart with good personality.



**APPENDIX-A2**

**SCHEDULE OF OPERATION & MAINTENANCE STAFF FOR LIFTS.**

<b>S/N</b>	<b>Staff Category</b>	<b>Qty</b>	<b>Timing</b>
01	Lift Technician	01 Nos.	8.00 AM to 6.00 PM (On all Working Days)

- Timings can be change as per the Employer's requirement
- Working days (From Monday to Saturday)



**SECTION – 4**  
**SPECIAL CONDITIONS OF CONTRACT**



#### **4.0 SPECIAL CONDITIONS OF CONTRACT**

##### **4.1 Signing of Contract Agreement**

The successful Bidder is required to sign the Contract Agreement with the Employer within 21 calendar days after the Acceptance of Letter of Intent/Award or date mentioned in Letter of Intent/Award, (in accordance with the General Conditions of Contract).

##### **4.2 Employers' Representative**

Representative of Employer for the purpose of this Contract and as defined in General Conditions of Contract shall be **REM (Department) PRIMACO**.

##### **4.3 Site**

The Site for the purpose of this Contract and as defined in Scope of Work shall be: **Fine Dinning & Office Complex (FDOC Building) I – 8 Markaz Islamabad.**

##### **4.4 Validity Period of Tender**

The validity period of the Tender / Bid shall be 90 days from the Tender opening date.

##### **4.5 Commencement Date**

The Contractor shall commence with the performance of Contract on the date mentioned in Letter of Intent/Award / or Letter to Proceed/Commence with the Services/Works, which may be issued before signing of Contract.

##### **4.6 Contract Period / Work Completion Period**

The Contract Period for the purpose of this Contract and as defined in General Conditions of Contract shall be: **one year.**

##### **4.7 Mobilization Period**

Within 03 (Three) Days

##### **4.8 Performance Guarantee**

The Performance Guarantee to be submitted by the successful bidder for the purpose of this Contract and as specified in General Conditions of Contract shall be equal to 10% (Ten percent) of the total contract value, to be submitted prior to the signing of the Contract and within 21 calendar days after the Acceptance of Letter of Intent/Award.

##### **4.9 Insurance Policies**

Prior to the signing of the Contract and within 21 calendar days after the Acceptance of Letter of Intent/Award, the successful bidder shall ensure following Insurance Policies for the purpose of this Contract and as specified in General Conditions of Contract:

1. Workmen's Compensation Policy Based on Total wages / salary.
2. Third Part Liability Policy on 5% of the contract value per year.
3. Indemnity Bond on Rs.100/- stamp paper.

##### **4.10 Liquidated Damages**

The rate of Liquidated Damages for the purpose of this Contract and as defined in General Conditions of Contract shall be 2 percent (2%) of final contract value for each week or part of the week of delay and limited to a maximum of 10% (Ten percent) of final contract value.



#### 4.11 Penalty/Deductions For :

a. **Delay in commencement**

The rate of penalty for the purpose of this Contract and as defined in General Conditions of Contract on account of Contractor's failure to commence the Services/Works within specified period, shall be 0.5% of final contract value per week or part of the week.

b. **Short Attendance**

(1.5 day wage per absentee on any day)

c. **Lack Of Satisfactory Performance**

(10 % of the total monthly payment)

d. **Late Arrivals**

(20 % of that particular day(s) payment)

e. **Illegal Activities**

(Dismissal of involved employee)

#### 4.12 Mode of Payment

a. Monthly payment will be made to the Contractor for the works as against the monthly bills, submitted by the Contractor and certified by the Employer's Representative. Monthly payment will be made after such deductions as admissible under Contract Terms & Conditions i.e. those on account of shortage of manpower, equipment material and consumable, as well as on account of sub-standard performance during execution of Services/Works, expense/loss caused by or due to non usage of Personal Protective Equipments (PPE's) by contractor Employees, the deduction of income tax (as per government rules), solely on Contractor's risk and cost

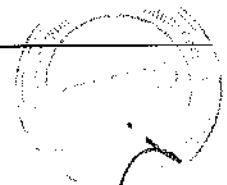
b. The monthly payment shall be made to the Contractor subject to submission of the following supporting documents and performance record sheet as stated in scope of work.

- i. Attendance chart of their staff and workers duly certified by Employer's Representative for the billing month.
- ii. Satisfactory Certificate from Employer's Representative regarding use of PPEs by Employees employed at Site.
- iii. Monthly record of utilization of equipment, material, consumables etc. duly certified by Employer's Representative.

#### Special Obligations of Contractor & Contractor's Employees

4.13.1 The Contractor is bound to pay the salary(ies) to his worker(s)/employee(s) regularly within 1<sup>st</sup> week of each month positively. If the Contractor fails to make the payment to its employee(s)/worker(s) by 7<sup>th</sup> of each month the Employer's Representative may on receipt of such written complaint by the employee(s) pay the salary(ies) to the employee(s)/worker(s) of the Contractor and the amount so incurred by the Employer's Representative, shall be deducted from the bill of the Contractor. If the Contractor is late in making payments to its workers for any two months, the Employer's Representative may terminate this Contract in terms of Clause 5.8 (a) of the conditions of contract.

4.13.2 The Contractor shall liaise and coordinate with the other Contractors working at the site so that the performance of his and other Contractor's work is not affected in any way.



If any dispute and difference arises between the Contractors working at the site, the same shall be referred to the Employer's Representative in writing, whose decision shall be treated final, conclusive and binding on both the parties.

4.13.3 The Contractor shall be responsible and shall make good any loss, damage, theft and pilferage during the period his employees are working in the premises of the building and for which their responsibility is proved.

4.13.4 The Contractor shall sign the inventory for all plant and allied equipment fittings and fixtures etc. Any loss or damage of any plant and allied equipment, fittings and fixtures etc shall be responsibility of the Contractor.

4.13.5 The Contractor shall insure that the manpower once provided would not be ordinarily changed from the site.

4.13.6 The Contractor should make himself available to the Employer's Representative whenever asked for and shall reply all communications issued within two days of their receipt.

#### **4.13 Escalation Clause**

No escalation in rate whatsoever on any account shall be payable to the contractor for any item of works and all rates will remain fixed during the currency of contract.

#### **4.14 Employer-supplied services, material etc.**

- a. Material required for cleaning and servicing of lifts including consumables and lubricants shall be the responsibility of contractor.
- b. The spare parts required to keep the lift in operational mode shall be the responsibility of contractor.

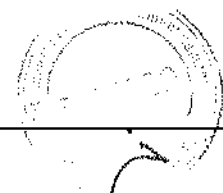
#### **4.15 Maintenance/Defect Liability Period**

(Not Applicable)

#### **4.16 Payment of salaries to Contractor's Employees**

The Contractor is bound to pay the salary(ies)/wage(s) to his employee(s) regularly within 1<sup>st</sup> week of each month. If the Contractor fails to make payment to his Employee(s) by 7<sup>th</sup> of each month the Employer on receipt of such written complaint by the Employee(s) may pay the salary(ies) and deduct such amount from the bill/invoice of the Contractor. If the Contractor persists with failure in payments of salary(ies)/wage(s) to his employee(s) for two consecutive months, the Employer may terminate this Contract in terms of Clause 5.8 of the General Terms & Conditions.

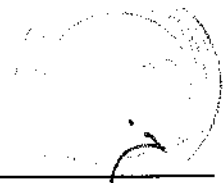
Note: In case of any conflict between Special Conditions of Contract and General Conditions of Contract, the Special Conditions shall prevail.



**SECTION – 5**  
**GENERAL CONDITIONS OF CONTRACT**



- **Definitions & Interpretations**
- **Scope of Contract**
  - **The Contract**
  - **The Contract Period/Work Completion Period**
  - **Signing Of Agreement**
- **Works and Services**
  - **Commencement**
  - **Quality & Progress of Services/Works**
  - **Liquidated Damages**
  - **Contractor's superintendence**
  - **Quality of performance, workmanship, material, equipment**
  - **Employer's Powers in respect of Services/Works**
  - **Employer's Representative**
  - **Variations**
  - **Subletting**
- **Performance Guarantee:**
  - **Contracts valuing below Rs.500,000.**
  - **Contracts valuing Rs.500,000 and above**
  - **Validity, etc.**
  - **Coverage**
  - **Failure to furnish PG**
- **Insurances**
  - **Coverage**
  - **Notifications**
  - **Failure to Furnish Insurances**
- **Contractor's Employees**
  - **Competent Employees**
  - **Applicable rules, regulations, etc.**
  - **Liability of Contractor**
  - **Payment to Contractor's Employees, etc.**
  - **Disciplinary matters**
- **Measurement, certification and payment**
  - **Unit Price / Contract Price**
  - **Escalation**
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- **Termination**
  - **Termination without giving notice**
  - **Termination after giving Notice**
- **General**
  - **Interpretations, Notices, Approvals**
  - **Employer's Instructions**
  - **Communication**
  - **Indemnification**
  - **Protection of existing installations, properties, personnel and neighborhoods**
  - **Stamp Duty**
  - **Other Duties & taxes**
  - **Compliance with statutes, regulations**
  - **HSE, Security**
  - **Force Majeure**
  - **Arbltration**





## 5.0 GENERAL CONDITIONS OF CONTRACT

### 5.1 Definitions and Interpretations:

The following words wherever used in Tender Documents shall have meaning as specified below except where the context otherwise requires:

- m. Brief Title:
- a. Bidder / Tenderer: Any person or persons, firm or company submitting the Bid / Tender
  - b. Conditions of Contract: General Conditions, Special Conditions and any other terms of Contract and provision of other sections of Tender Document.
  - c. Contract Means and includes the Contract Agreement if signed, Tender Documents and any addenda thereof, Letter of Intent/Award, Letter of Acceptance, Letter to Proceed if issued separately, and Insurances, Guarantees & sureties etc. submitted under the Contract conditions.
  - d. Contract Agreement The agreement duly signed by and executed between the Contractor and the Employer, as referred to in Special Conditions of Contract.
  - e. Contractor The successful Bidder/Tenderer whose Tender has been accepted by the Employer and who enters into contract with employer and includes contractor's authorized representative and approved assignees.
  - f. Contract Period / Completion Period Time period to commence, carryout, complete and execute the Services/Works excluding maintenance / defect liability period, if any, including any time period extended under Contract, calculated from Commencement date.
  - g. Contract Price The sum stated in Letter of Intent/Award or Contract Agreement, as agreed between & by the Employer and Contractor, payable to Contractor subject to such deductions and additions and mode of payment, as permissible under the Contract
  - h. Commencement Date The date, on which the Contractor is required by Employer to commence with the performance of the Contract, notified by Employer through such letter or notice.
  - i. Day A calendar day of 24 hours from midnight to midnight.
  - j. Defect Liability / Maintenance Period Time period to commence, carryout, complete or fulfill the maintenance / defect liability works, if any, as identified by Employer.
  - k. Earnest Money Bid Security
  - l. Employer Pakistan Real Estate Investment and Management Company (Pvt.) Ltd. (a wholly owned Subsidiary of EOBI, Government of Pakistan) incorporated under the Companies Ordinance 1984.
  - m. Employer's Representative A duly authorized person appointed by the C.E.O. of Employer or as specified in Special Conditions of



- Contract to act on behalf of the Employer in all matters arising out of the contract.
- n. Employee(s) of Contractor Employee(s) or Staff deployed by the Contractor for the purpose of carrying out Services/Works specified in the Contract.
- o. Letter of Intent/Award An unbinding intimation in writing by the Employer showing acceptance of a Bid subject to terms & conditions of Tender Document / Contract and alterations/obligations as specified thereof.
- p. Letter to Proceed / Commence with Services / Works If separately required and issued means order by the Employer to the Contractor to commence with the Services/Works.
- q. Owner The 'Employees' Old-Age Benefits Institution', hereinafter referred to as EOBI.
- r. Performance Guarantee A bond, guarantee and/or other instruments of surety furnished by Contractor in the manner specified in Conditions of Contract.
- s. Scope of Work Means and includes Section-3 of Tender Documents and any addenda thereof.
- t. Services/Works Mean and include the services and works described in Scope of Work of Tender Documents and any addenda thereof.
- u. Site Means land, place, etc. for provision, execution and carrying out of Services/Works, and as specified in Conditions of Contract, or any other place as notified by Employer.
- v. Tender Bid or Offer made by the Bidder / Tenderer in response to this invitation for bids / tender notice.
- w. Tender Documents The documents provided and herein and itemized in 'Table of Contents' including any addenda or corrigendum thereof.

## 5.2 Scope of Contract

### a. The Contract

The Contract comprises the execution and performance of the Services/Works, and insofar as not otherwise specified in the Contract, provision of any Services/Works and everything required in and for such execution, supervision and management, so far as the necessity for providing the same is specified in the Contract or is to be reasonably inferred from the Contract.

### b. The Contract Period/Work Completion Period

Subject to any requirement to execute and perform any portion or part of Contract before whole Contract, the period of Contract shall be the period as specified in Special Conditions of Contract. It shall commence from the date of commencement of Services/Works as specified thereof. The period of Contract may be extended as determined suitable by the Employer on terms and conditions mutually agreed by both parties.

### c. Signing Of Agreement

Within the time period specified in Special Conditions of Contract, the successful Bidder is required to sign an Agreement with the Employer in



accordance with the prescribed specimen attached as Appendix-A to Section-7 of Contract, with such modifications as agreed upon and considered necessary.

### 5.3 Works and Services

#### a. Commencement

The Contractor shall commence the Services/Works within the period specified in Special Conditions of the Contract. The Contractor shall bear all costs and expenses required by him in connection with such commencement. The Employer shall arrange to make available to Contractor the Site or such portions of Site thereof in a manner and timeframe as required and deemed necessary under this Contract. In the event of failure on Contractor's part to commence the Services/Works within specified period on account of any reason, Employer reserve the right to levy penalty at a rate specified in Special Conditions of the Contract during period of such delay. The penalty clause would be effective if the Employer's Representative reports such delay while verifying the Contractor's bills/invoices. If the Contractor fail to commence the Works/Services within specified period and if contract is cancelled due to above reason 10% penalty may be imposed in addition to the risk and cost amount.

#### b. Quality and progress of Services/Works

The Contractor shall provide all equipment, material, workmanship and commit overall performance of the kinds and standards as required for under the Contract or in accordance with the Employer's instructions. The Contractor shall furnish to the Employer with a true and accurate statement showing detail of works done and services rendered under the Contract on formats and within time-intervals as specified or agreed by the Employer. Should in the opinion of Employer, the quality of progress or performance fails to conform to the stipulations of the Contract, Employer may inform the Contractor who shall take necessary actions to comply with the requirements under contract. The Employer however, reserves the right to take remedial actions under the Contract including but not limited to carrying out necessary Services/Works through other sources to obtain desired results, such that the costs and expenses involved in doing so plus any premium as specified by Employer shall be born by the Contractor.

#### c. Liquidated Damages

If the Contractor fails to complete the Services/Works or any part thereof within the time prescribed under Contract for the whole of Services/Works or the part thereof, then the Employer shall be entitled to receive by way of liquidated damages a percentage of contract value prescribed in Special Conditions of Contract. Without prejudice to any other method of recovery, the Employer may deduct such amount from any moneys payable to Contractor. Such deduction shall not, however, relieve the Contractor of his liabilities and responsibilities under the Contract.

#### d. Contractor's superintendence

The Contractor shall provide all necessary superintendence during the execution of Contract period and defect liability/maintenance period if any. The Contractor or an approved representative of Contractor shall give his whole time to such superintendence.

#### e. Employer's Powers in respect of Services/Works

- i. The Employer's powers include but are not limited to observing, inspecting, approving/disapproving and ordering necessary alterations to the



Services/Works, including checking and examining suitability of all materials/manpower/equipment to be provided/used and all performance and deliveries required in connection with the Contract. The Employer also has the power to assess the amount of deductions that shall be made from the contractor's bills/invoices on account of penalties, liquidated damages, as well as on account of sub-standard performance, expense/loss caused by or due to non usage of protective equipments by contractor Employees, or due to non compliance of any standards on Contractor's part, and to effect deduction of such amounts from the bills of the Contractor.

- ii. The Employer also has the power object to and require the Contractor to remove forthwith from the Site any Employees of the Contractor who in the opinion of the Employer's Representative misconducts themselves or are incompetent or negligent in the proper performance of their duties or whose employment is otherwise considered by the Employer's Representative to be undesirable and such persons shall not again be employed upon the Services/Works without the written permission of the Employer. Any Employee so removed shall be replaced without delay by a competent substitute approved by the Employer.

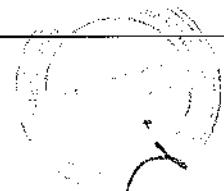
**f. Employer's Representative**

The Employers Representative as specified in Special Conditions of Contract has been delegated the powers vested in Employer whereby any written instructions or approval given by him, during the period of his authorization is to be deemed just as binding on the Contractor as though it had been given by the Employer, provided that:

- i. Failure of the Employer's Representative to disapprove any Services/Works or materials shall not prejudice the power of the Employer to subsequently disapprove such work or materials and to order the removal thereof.
- ii. Approval of the Employer's Representative of any Services/Works in no case releases the Contractor from his sole responsibility and liability for the supply of specified manpower, materials and equipment for execution of the Services/Works in accordance with the Contract.
- iii. If the Contractor is dissatisfied with any decision of the Employer, he will be entitled to appeal to the CEO-PRIMACO (the Employer), who shall thereupon confirm, reverse or vary such decision. The decision of the CEO-PRIMACO (Employer) shall be final, conclusive and binding upon the Contractor.
- iv. No action as aforesaid in this clause taken by the Employer, or the Employer's Representative shall relieve the Contractor of any of his liabilities under the Contract or give rise to any right to compensation or to any other claim.

**g. Variations**

- i. The Employer can order any variation of the form, quality or quantity of the Services/Works or any part thereof, which may in their opinion, be necessary. For above purpose or for any other reason, the Employer has the power to issue following binding instructions in writing:
  - to increase or decrease the quantity of any Services/Works
  - to omit any such Services/Works from the Scope of Work
  - to change the character, quality or kind of any such Services/Works



- to place an order for execution by Contractor requiring additional Services/Works of any kind, in connection with or ancillary to the Scope of Works

Provided that no order shall be required in writing in case the quantities so exceeded or decreased or not so ordered under this clause.

- ii. The valuation of any alterations/additions/deletions in the Scope of Works shall be based on the rates/prices quoted by the Contractor in the approved Tender/Bid. In case any item is not covered in approved Tender/Bid then the prices shall be mutually agreed in writing based on the complete rate analysis of all items giving full detail of material cost, labour cost and / or overheads.

#### h. **Subletting**

Should the Contractor desire to sublet any portion of the Services/Works, he should make such request to the Employer in writing giving full details of the proposed sub-contractor and portion of Services/Works desired to be sublet for approval of the Employer. Further subletting of Contract by the Contractor without the written consent of the Employer will constitute a breach of the Contract. Approval of Employer given as above shall in no case absolve the Contractor from his responsibility for the due performance of Contract and the sole responsibility of the performance of the Contract including sub-letted Services/Works shall rest with the Contractor. Contractor shall be responsible for the payments to sub-contractor and Employer shall not entertain any claims, complaints etc. in respect of above.

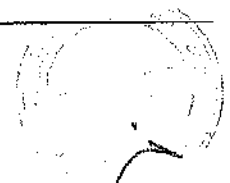
### 5.4 **Performance Guarantee:**

#### a. **Contracts valuing below Rs.500,000.**

The Earnest money of the successful bidder shall not be returned and shall be retained as Performance Guarantee if the value of the Contract is below Rs.500,000/=

##### o **Contracts valuing Rs.500,000 and above**

- o If the value of the Contract is equal to or exceeds Rs.500,000/= then prior to the signing of Agreement and within time period specified in Special Conditions of Contract, the Contractor has to submit a Performance Guarantee as per following:
  - i. The Contractor shall submit a Performance Bank Guarantee (PBG) as per approved format given at Appendix-B for the rate/amount specified in Special Conditions of the Contract, as Performance Guarantee.
  - ii. In case the Contractor opt for non-submission of PBG, an amount at the rate specified in above para (i) of each running bill payable to Contractor would be deducted as Performance Guarantee. The Contractor may however at any time during the period of the Contract get refund of the full amount so retained after submission of a PBG as per para-i above.
  - iii. In case the initial Contract value is less than Rs.500,000/= but Contract amended value equals or exceeds Rs.500,000/= then the Contractor is required to submit in such cases Performance Guarantee as per above-mentioned procedure.
  - iv. In case of revision in the price/period of the contract, the previous PBG submitted by the Contractor shall be returned, on submission of a fresh PBG at rate specified at (i) for the revised price/period (provided that the amount in question shall be un-expired amount including amended amount of the Contract) valid up to the extended validity of the Contract. In case the



contractor opts to extend the existing PBG, then the amount of the extended Bank Guarantee should be equal to rate specified at (i) of the value of the Contract for extended period (provided that the amount in question shall be un-expired amount including amended amount of the Contract) valid up to the extended validity of the Contract. In case of the revision in the price/period of the Contract in which the contractor has opted for deduction from running bills, the amount deducted from each bill as Performance Guarantee would be refunded at the termination of initial period of Contract after payment of final bill of the initial contract period Provided that for extended period, an amount at the rate specified as above (i) shall be deducted from the running bills as Performance Guarantee afresh. This clause only applies to extensions in contract period which are not caused by delay in completion of Contract.

**b. Validity, etc.**

On receipt of PBG, or on confirming and acceptance opting for deduction of Performance Guarantee from running bills, earnest money will be returned. It is Contractor's responsibility to arrange that the PBG submitted as above remains valid for Contract Period / Work Completion Period and Maintenance/Defect Liability Period if any and default or delay on this account shall render contractor's bills/invoices liable to holdup. On successful completion of the Contract Period and Maintenance/Defect Liability Period if any, and upon fulfillment of all the obligations under the Contract, the Performance Guarantee deducted as above would be returned to the Contractor.

**c. Coverage**

The Performance Guarantee required and furnished under the Contract shall cover the faithful performance of the Contract and discharge of all obligations and responsibilities covered under Contract by the Contractor. The Employer's right to recover damages from Contractor for breach of Contract shall in no case be limited to value of Performance Guarantee.

**d. Failure to furnish PG**

Failure to furnish/update performance Guarantee will entitle Employer to consider the successful bidder/Contractor as having abandoned the Contract and to be at default, and to this effect take necessary remedial action against him including but not limited to forfeiture of the Earnest Money and claim any other loss or damage resulting to Employer by reason of the aforesaid default.

**5.5 Insurances**

**a. Coverage**

The Contractor shall arrange for and furnish to the Employer the Insurance as specified in Special Conditions of Contract and must make good at his own cost all losses or damages to anything or anyone, arising out of or during the progress of Services/Works and shall keep the said policies in force during the entire Contract Period and maintenance/Defect Liability Period if any and produce to the employer's representative the receipts for payment of the premiums, subject to following general guidelines:

- i. The insurance, where necessary, shall be assigned in the name of Employer.
- ii. Workmen's Compensation policy shall be based on the total wages/salary and to that limit required by the law of Pakistan for the workers and other persons in the employment of the Contractor (Contractor's Employees).
- iii. Third Party Liability Policy and Contractor's All Risk Policy shall be up to the Contract Price plus 10% (ten percent) to cover any additional expense or loss etc.



iv. The insurance must be obtained from any of the AA rated insurance companies.

**b. Notifications**

It shall be the responsibility of Contractor to notify the Insurance Company for any matter or event which is required to be notified under such the terms of such policies and Contractor shall accept all liabilities resulting from any default on this account.

**c. Failure to Furnish Insurances**

In case the Contractor fails to furnish Insurance Policies as specified above, the Employer without prejudice to any other right or remedy, may affect and keep in force any such Insurance and pay necessary premiums and deduct the amount so paid from any moneys due or which may become due to Contractor. The insurance obligations under this Contract in no case release the Contractor from the obligation to reasonably safeguard against the accidents, physical injuries and contagious diseases and he must take reasonable precautions and adopt proper safety measures to guard his Employees, third parties, and properties etc. during the course of Contract.

**5.6 Contractor's Employees**

**a. Competent Employees**

The Contractor shall make his own arrangements for the provision and employment of all employees in connection with the performance of the Contract, provided that only such persons are provided for and employed which are competent to perform, carryout, execute, supervise and maintain required Services/Works as per Scope of Work. The Employer shall be at liberty to object to and require the Contractor to remove forthwith from the Site any Employees of the Contractor under the terms of Contract.

**b. Applicable rules, regulations, etc.**

The Contractor shall at all times during the period of the Contract conform in all respects with and carry out all obligations imposed on him by the provisions and requirements of any Law and of any Regulations or orders of any Government (Central, Provisional or local) or any authority which may be applicable including any such Law, Regulation or Order passed or made or come into force after the date of the submission of Tender by the Contractor.

**c. Liability of Contractor**

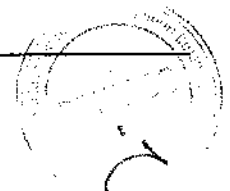
The Contractor shall be liable for or in respect of any damages or compensations payable according to the provisions of Workmen's Compensation Act and any other laws in force, in respect or in consequence of any accident, injury, death arising in connection with this Contract or any sub-letting.

**d. Payment to Contractor's Employees, etc.**

The Contractor shall make payments due to his Employees payable to them from time to time under the applicable rules and regulations. Unless repugnant to the context of this Contract and/or so required to meet desired rate of progress, the Employees of the Contractor shall not be required to work on Public Holidays.

**e. Disciplinary matters**

The Contractor shall be fully responsible for the acts and omissions of persons provided/employed by him under the Contract. The Contractor shall be solely responsible for all disciplinary matters regarding his Employees and shall bear all the damages / losses incurred by Employer or Owner due to negligence /



misconduct of the Employees. The Contractor shall be liable to pay at actual the amount claimed by the Employer/Owner on account of losses / damages so caused to men / material / property of Employer/Owner. In case of failure of the Contractor to pay the amount claimed as above, the same shall be deducted from Contractor's bills, Earnest Money, Performance Bond or any other moneys payable to Contractor by Employer on any account, without prejudice to any further suitable lawful action.

## **5.7 Measurement, certification and payment**

### **a. Unit Price / Contract Price**

Subject to specific limitations and instructions provided in the form of financial bid or Special Conditions of Contract or Scope of Work, unit prices shall include all basic and additional costs, expenses and provisions etc. required for the execution, completion and defect liability etc. of the Contract, directly and indirectly. The total Contract Price shall be price named in Financial Bid subject to approval and acceptance, including additions thereto and/or deductions there from, including price of all material, manpower, supervision, services, works and all costs in connection with the fulfillment of all conditions and performances under the Contract. It also includes costs of transportation to site, all Government taxes and charges, local bodies' charges, insurances & banking expenses, and all other expenses required to execute the Services/Works as per the Tender Documents.

### **b. Escalation**

Unless provided for in Special Conditions of the Contract and subject to such terms and conditions as specified therein, no escalation in rate whatsoever on any account shall be payable to the Contractor for any item of Services/Works and all rates will remain fixed during the entire period of the contract.

### **c. Measurement**

The quantities set out in the form of Financial Bid are estimated quantities. Except as otherwise specified in Special Conditions or Scope of Work, the actual and correct quantities under the Contract shall be determined through measurement according to standard methods.

### **d. Certification and Payment**

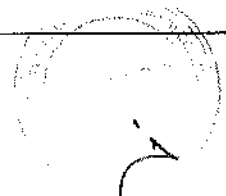
The Contractor shall submit bills/invoices along with necessary statements and supports to the Employer's Representative in a manner specified in Special Conditions or Scope of Work. Only after checking the correctness of the bill, making deductions and withholding payables as required under the Contract, the Employer's Representative shall certify the said bill/invoice and forward it to competent authority for further processing. Without prejudice to right of demanding and recovering any amount from Contractor's payments on account of any account under the Contract supported by subsequently discovered evidence, the Employer shall pay and Contractor shall receive such amount as determined above.

## **5.8 Termination**

### **a. Termination without giving notice**

The contract is liable to be terminated by Employer without prior notice to Contractor and at Contractor's risk and cost if the Contractor:

- i. Becomes or is adjudged insolvent or being an Incorporated Company is ordered or resolved to be wound-up, or





- ii. Hinders the Contract, or abandons the Contract, or
- iii. Sublets the Contract except for the manner and procedure provided in Contract, or
- iv. Fails to proceed with the Contract, commence the Services/Works, maintain the due progress of or complete the Services/Works under the Contract, or
- v. Neglects or fails to observe and perform any conditions under this Contract, or as per Scope of Work specified in the Contract, or
- vi. On account of above or on any other account described in the provisions of Contract, acts or fails to act constituting a default or breach of the Contract

Provided that such termination shall empower the Employer to forfeit Performance Guarantees, Earnest Money, and any moneys payable to Contractor by Employer under the Contract, without prejudice to Contractor's right to initiate any other lawful action against Contractor.

**b. Termination after giving Notice**

The Employer shall also have the right to terminate the contract by giving a 30 days notice if it decides to discontinue the services of the Contractor due to any reasons other than those mentioned above or in Instructions to Tenderers or Conditions or Scope of Work of the Contract. However, in such a case the Employer shall not invoke/forfeit the Performance Guarantee of the Contractor and shall make a fair assessment of the payments due to the Contractor and release the same as full and final settlement of the accounts under the Contract.

**5.9 General**

**a. Interpretations, Notices, Approvals**

Where context so requires, words in singular imply plural and vice versa, and words implying parties to Contract shall include firm, partnership, sole proprietorship company/corporation etc. having legal capacity. Unless otherwise specified, any notice, consent or approval under Contract shall be in writing. Approval or consent required under Contract shall not be unreasonably withheld or delayed. Approval by the Employer under the Contract shall not relieve the Contractor from any of his responsibilities under the Contract.

**b. Employer's Instructions**

The Employer has the right to issue from time to time instructions, directions and guidelines collectively referred to as "Employers' Instructions" to the Contractor as deemed necessary by Employer, in connection with the execution and performance of Services/Works under the Contract.

**c. Communication**

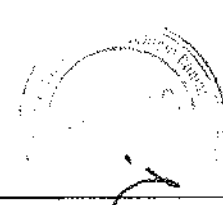
A written communication under Contract shall be deemed to be delivered when posted to parties' address through registered post or courier or handed over to an authorized representative of the parties.

**d. Indemnification**

The Contractor indemnifies and keeps indemnified the Employer in respect of all claims, damages, compensations, suits, actions, proceedings or expenses arising out of or in consequence with any accident or injury sustained by any Employee or other person, or property whatsoever, whether in the employment of the Contractor or not, while in or upon the said Services/Works or at the Site of the same or in consequence of any activity under the Contract, and the Employer shall not be liable to defend any claim whether brought under the Workman's Compensation Act or any other Law of State or otherwise in respect of or in relation hereto.



- e. **Protection of installations, properties, equipment, personnel and neighborhoods**  
Notwithstanding any other safeguard or security provided under the Contract, the Contractor shall take full responsibility of and make good damage or loss or injury to existing installations, properties, equipment including equipment employed by Contractor, personnel and neighborhoods at or around the Site, arisen out of any cause save by cause of Force Majeure as defined in the Contract.
- f. **Stamp Duty**  
In accordance with Stamp Act 1899 & any further amendment thereafter, the successful Tenderer/Bidder will be required to bear stamp duty at applicable rate for the execution of the contract agreement.
- g. **Other Duties, taxes, levies, etc.**  
All duties, taxes, levies, royalties etc. which the Contractor may be liable to pay shall be on the Contractor's account and entirely the responsibility of the Contractor.
- h. **Compliance with laws, regulations**  
The Contractor shall conform in all respects with the federal, provincial or local statutes, ordinances, regulations and rules etc. in relation to execution of Contract and shall keep the Employer indemnified against all liabilities and penalties for breach of such provision. The Contractor shall pay all moneys payable under any head to federal, provincial or local authority including EOBI.
- i. **HSE, Security**  
All obligations and responsibilities regarding health, safety and environmental matters under federal, provincial or local statutes, ordinances, regulations and rules etc. which the Contractor may be liable to obey shall be on the Contractor's account and entirely on the cost and expense of the Contractor. Due precaution shall be taken by Contractor to ensure the safety and security of his staff and equipment etc.
- j. **Force Majeure**  
Any delay in or failure of performance of the Contractor or in fulfillment of any obligation by the Employer, hereto shall not constitute default hereunder or give rise to any claim for damages if and to the extent such delay or failure of performance is caused by 'Force Majeure' including: natural calamities, war, rebellion or sabotage civil commotion or damage resulting there from, fire or explosions, accidents, breakdown, riots, commotion, strikes (excluding the strike of the employees of the Contractor) epidemic, change in Laws preventing any party from performing its part under the Contract or any other causes whether or not of the same class or kind as those specifically stated above, which are not within the control of the party affected and which by the exercise of reasonable diligence the party affected is unable to prevent.
- k. **Arbitration**  
In the event of any claim or dispute arising out of and in connection with this contract, the same shall be referred to the C.E.O. (PRIMACO), for his sole arbitration.



**SECTION-6**  
**FINANCIAL BID**



**SECTION - 6**

**FINANCIAL BID**

Schedule of Rates to be followed by the Tenderer:

S/N	Category	Unit	Per Month Remuneration (To be filled by tenderer)	Per Annum(yearly) Remuneration (To be filled by tenderer)
01	One Lift Technician 08:00 am to 06:00 pm (Mon to Sat)	No.		
02	Operation and Maintenance; will include but not limited to overhauling, maintenance, services and repairs, cleaning installation with care, in order to keep all the lifts operational smoothly without any failure/fault. (04 Nos Lifts Orona 1000KG)	Job		
<b>Total Amount in Figures:</b> _____				
<b>Total Amount in Words :</b> _____				

**NOTES:**

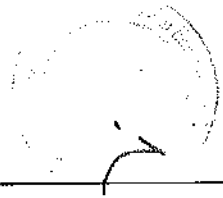
1. Quoted Labor cost must be in compliance with Government of Rules & Regulations for Labor Minimum Wages and all applicable Taxes (EOBI, ESSI etc). Shift hours shall be as per Government prevailing working hours.
2. All the above quoted rates shall be treated as inclusive of all the works required to perform by the contractor as per Scope of Work given in the tender Documents.
3. The monthly payments on the basis of above rates and in accordance with the attendance sheet verified by the EMPLOYER'S REPRESENTATIVE will be made.
4. No payment will be made for the Holidays on which the services of manpower have not been utilized.

Evidence of Monthly Wage payments through banking channel to be submitted to the Employer each month.

**Signature & Seal of the Contractor**



**SECTION - 7**  
**APPENDICES**  
**(Specimen of Forms)**



**APPENDIX -A**  
**FORM OF AGREEMENT**

**Tender Enquiry No.**  
**Contract No.**  
**Title:**

**CONTRACT AGREEMENT**

THIS AGREEMENT is made and entered into at Islamabad on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between Pakistan Real Estate Investment & Management Company (Pvt.) Ltd. having its registered office at EOBI House 2nd Floor, Plot # 32, 33 & 34, Sector G-10/4 Mauve Area, Islamabad,, hereinafter referred to as the "Employer" (which expression shall unless repugnant to the context mean and include their respective successors-in -interest and assigns) of the one part,

**AND**

M/s. \_\_\_\_\_, having its registered office at \_\_\_\_\_, hereinafter referred to as the "Contractor" (which expression shall unless repugnant to the context mean and include its successors-in -interest and assigns) of the other part.

**WITNESSTH:**

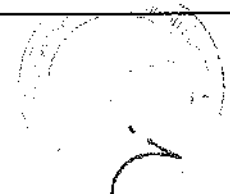
WHEREAS, the Employer is desirous for (Title) \_\_\_\_\_ and has accepted the Tender of the Contractor for the same.

AND WHEREAS, the Contractor has already furnished to the Employer the following as required under the terms of Contract (Insert as per contract requirement):

- |                    |                 |
|--------------------|-----------------|
| 1. Required: _____ | Provided: _____ |
| 2. Required: _____ | Provided: _____ |
| 3. Required: _____ | Provided: _____ |
| 4. Required: _____ | Provided: _____ |

NOW THEREFORE, for and in consideration of the promises, negotiation, covenants and agreements hereunder contained and to be performed by the parties hereto, the said parties hereby agree and covenant as follow:

1. Article-1: Words and Expressions:  
In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract.
2. Article-2: Services/Works and compensation of the Services/Works:  
The Contractor hereby covenants with the Employer for the execution, performance and completion of the Contract and of the Services/Works embraced therein including remedy of defects, according to and in conformity with the specifications, conditions and provisions of the contract, or agreed in course of subsequent understanding in accordance with the contract. The Employer covenants to pay the Contractor and the



Contractor consents to receive and accept from Employer as full compensation the Contract Price Rs. \_\_\_\_\_ (in words Rupees \_\_\_\_\_) in consideration of the execution, performance and completion of the Contract in the manner prescribed by the contract subject to ascertainment of such price as per approved rates and such deduction as are allowed under provisions of contract.

3. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:

b) Contract Agreement

c) Tender Documents including:

1. Form of Tender and Annexure 'I' & II thereof
2. Instruction to Tenderers
3. General Conditions of Contract
4. Specific Conditions of Contract
5. Scope of Work
6. Drawings/Sketches
7. (Approved) Financial Bid / Schedule of items

d) Letter of Intent / Award No. \_\_\_\_\_ dt. \_\_\_\_\_ Contractor's Acceptance dt. \_\_\_\_\_, Letter to Proceed/Commence No. \_\_\_\_\_ dt. \_\_\_\_\_.

e) Performance surety and insurance as described above.

IN WITNESSES WHEREOF, the parties hereto have set their respective hands and seal on the day and year first above written.

For and on behalf of Employer:  
M/s. Pakistan Real Estate Investm  
& Management Company (Pvt.) Ltd.

For and on behalf of Contractor:  
M/s: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

In presence of:

WITNESS:

WITNESS:

1. Signature: \_\_\_\_\_

1. Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

CNIC#: \_\_\_\_\_

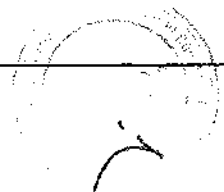
2. Signature: \_\_\_\_\_

2. Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

CNIC#: \_\_\_\_\_



**APPENDIX-B**

**FORM OF PERFORMANCE BANK GUARANTEE**  
**(ON STAMP PAPER OF APPROPRIATE VALUE)**

Guarantee No. \_\_\_\_\_  
Dated: \_\_\_\_\_  
Value Rs. \_\_\_\_\_  
Expiry Date: \_\_\_\_\_

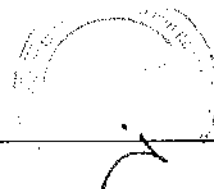
M/s. Pakistan Real Estate Investment & Management Company (Pvt.) Ltd.  
EOBI House, 2<sup>nd</sup> Floor, Plot # 32, 33 & 34, Sector G-10/4 Mauve Area,  
Islamabad,

Dear Sirs,

In consideration of you entering/having entered into Contract No. \_\_\_\_\_ against Tender Enquiry No. \_\_\_\_\_ with M/s. \_\_\_\_\_ hereinafter called the "Contractor" and in consideration of value received from the Contractor, we hereby agree and undertake as follows:

1. To make unconditional payment of Rs. \_\_\_\_\_ and in such amount as you may require from time to time, as and when called upon by you to do so, being amount covering security for the due fulfillment by the Contractor of all liabilities, obligations, commitments and total and faithful performance of the above-said Contract by the Contractor or contractor's representative(s) or assignees, of which you shall be sole judge.
2. To accept written intimation from you as sufficient evidence of the existence of a default or breach or non compliance as aforesaid on the part of the Contractor and to make payment immediately upon receipt of the written intimation.
3. To keep this guarantee in full force from the date of this guarantee till all the obligations of the Contractor under Contract are duly fulfilled by the Contractor to your satisfaction.
4. Your indulgence or arrangement or alteration etc. whatsoever with the Contractor in respect of performance of the Contract with or without notice to us shall in no manner discharge or affect this guarantee and our liabilities are committed hereunder.
5. The guarantee shall be binding on us and our successors-in-interest and shall be irrevocable. The guarantee shall not be affected by any change in composition or constitution of the guarantor bank.
6. The Guarantee shall remain valid up to \_\_\_\_\_.

**For and on Behalf of the Guarantor Bank**  
**Signature and Seal**





**APPENDIX-C**

**INDEMNITY BOND**

(On stamp paper worth Rs.100)

Tender Enquiry No. & Date:  
Contract No. & Date:  
Description of Work/Services:

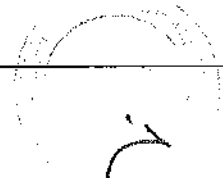
To

M/s. Employees' Old-Age Benefits Institution (EOBI), having their Head Office at Nursery , Karachi, and M/s. Pakistan Real Estate Investment & Management Company (Pvt.) Ltd. (PRIMACO), having their registered office at EOBI House, Plot # 32, 33 & 34, Sector G-10/4 Mauve Area, Islamabad,, (the 'Employer', which expression shall unless repugnant to the context mean and include their respective successors-in-interest and assigns),

I/We, M/s. \_\_\_\_\_,  
having registered office at \_\_\_\_\_,  
(the 'Contractor', which expression shall unless repugnant to the context mean and include its successors-in-interest and assigns) of the other part.

HEREBY:-

1. UNDERTAKE to INDEMNIFY you and to keep you indemnified from and against any losses, costs expenses suits and proceedings that you may suffer or incur as a result of any act, omission or failure by me / us or any person / party working or performing for me/us or on my/our behalf; to perform and observe any of the terms and conditions of the afore-mentioned contract agreement as required by you, AND for any premature termination of or any repudiation of contract agreement prior to the expiration of its term,
2. UNDERTAKE to INDEMNIFY you and keep indemnified in respect of all claims, damages, compensations, suits, actions, proceedings or expenses arising out of in consequence with any accident or injury sustained by any Employee or other person, or property whatsoever, whether in my/our employment or not, while in or upon the said Services/Works or at the Site of the same or in consequence of any activity under the Contract, and that you shall not be liable to defend any claim whether brought under the Workman's Compensation Act or any other Law of State or otherwise in respect of or in relation hereto,
3. UNDERTAKE to conform in all respects with the federal, provincial or local statutes, ordinances, regulations and rules etc. in relation to execution of Contract and shall keep you indemnified against all liabilities and penalties for breach of such provision, and shall pay all moneys payable under any head to federal, provincial or local authority including EOBI.



4. ASSURE to you the punctual performance and observance of all the obligations arising from the said contract agreement, AND agree that if at any time any of our obligations or any of the terms and conditions of said contract agreement are not duly and punctually observed and performed, I/We will on demand pay all costs and expenses arising out of or incidental to or in connections with the non-observance of performance, as solely determined by you,
5. AGREE that this Indemnity shall be continuing and I/We shall not stand discharged of it by operation of law or in any manner otherwise than by full and complete performance of all the obligations to be performed and observed by me/us under the said agreement and under this Bond;
6. AGREE that this Indemnity Bond is in addition to and not in substitution for any other security which you may hold with respect to said contract agreement and that it may be enforced without recourse having first been made to such security and without any other steps or proceedings,
7. Agree that the Indemnity may not be terminated or revoked unless with your prior written consent, obtained after a) giving written notice of termination to you and b) making payment to you of all monies then payable by me/us, as solely determined by you,
11. AGREE that this Deed of Indemnity and Guarantee shall be governed by and construed in accordance with the laws of the Pakistan.

SIGNED SEALED AND DELIVERED by:

For and on behalf of Contractor:

M/s:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

WITNESS:

1. Signature: \_\_\_\_\_

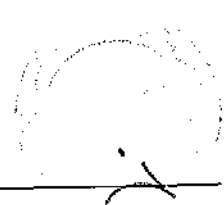
Name: \_\_\_\_\_

CNIC#: \_\_\_\_\_

2. Signature: \_\_\_\_\_

Name: \_\_\_\_\_

CNIC#: \_\_\_\_\_



**APPENDIX- D**

**FORM OF DECLARATION OF NO BLACKLISTING AND LITIGATION**

*(To be submitted on non-judicial stamp paper or e-stamp paper)*

I/we \_\_\_\_\_, address \_\_\_\_\_, do hereby solemnly affirm and declare as under:-

- That our firm has not been blacklisted/ debarred from any Government/ Semi Government/ Autonomous/ Public Sector Organization or any Agency.
- That the firm has not been involved in any kind of litigation.
- That there is no litigation between partners of the firm.

We further, affirm and declare that above is true to best of our/my knowledge and that nothing has been concealed or hidden therein.

Signature of authorized signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

CNIC: \_\_\_\_\_

Seal/ Stamp: \_\_\_\_\_

Date: \_\_\_\_\_

**Note:**

- i. Duly signed by owner/CEO of the company or authorized representative having authority letter.
- ii. To be submitted on non-judicial stamp paper.



**SECTION – 8 (N.A)**

**Drawings, sketches technical specifications, etc.**

